



Office of the City Engineer

January 14, 2020

Board of Public Works and Safety
City of Lafayette
20 N 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you a task order under our Master Services Agreement with American Structurepoint for the Haggerty Point Storm Sewer Extension. This Project will establish a stormwater outlet for the upcoming Park East Boulevard extension from Haggerty Lane to SR 38. Major components of this Project include:

- Survey
- Design of storm sewer trunk line
- Utility coordination
- Rule 5 Erosion Control Plan
- Limited bidding and construction phase engineering services (does not include full-time construction inspection)

The contract amount for this project is \$38,100 lump-sum, plus \$5,000 hourly not-to-exceed for construction phase services, for a total of \$43,100.

This contract has been reviewed by the City Attorney and I recommend it for your approval.

Sincerely,

Jeromy L. Grenard, PE
City Engineer

This Task Order No. 1 for 2017.01317 is issued under the Master Agreement entered into on the 10th day of January, 2020, by and between

American Structurepoint, Inc.

9025 River Road, Suite 200

Indianapolis, Indiana 46240

hereinafter referred to as "Consultant", and

City of Lafayette

20 N 6th Street

Lafayette, Indiana 47901


hereinafter referred to as "Owner", wherein it is agreed as follows:

Project: Haggerty Point Storm Sewer Extension

For mutual consideration hereinafter set forth, the Consultant and Owner agree as follows:

- A. The Consultant agrees to perform the services as described in attached Appendices A-D.
- B. The schedule for services performed under this task order is to be determined at the time notice to proceed is given.
- C. Owner agrees to compensate Consultant according to the payment terms of Appendix D.
- D. Owner's representative for this project will be Jeromy Grenard.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Task Order upon the terms, conditions, and provisions above stated and in the Prime Agreement the day and year signed by the last required signatory.

By 
Name Nicholas Murphy
Title Project Manager
Date 1/13/2020

OWNER:
By _____
Name _____
Title _____
Date _____

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the City of Lafayette.

The CONSULTANT shall be responsible for performing the following activities:

A. General

1. The CONSULTANT shall provide engineering services to prepare storm sewer trunkline design plans, preliminary opinions of probable construction cost, and other submittal documents following the *City of Lafayette Construction Guidelines and Standards (2013)*, for the storm sewer trunkline described in Section C.

B. Topographic Survey

1. The CONSULTANT shall provide supplemental field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners. The CONSULTANT shall survey the additional project area and provide the OWNER with one set of original field notes for the data accumulation surveys. The CONSULTANT's services shall be in accordance with IC 25-21.5; 865 IAC 1-12; and Chapter 106 of the INDOT Design Manual (Survey Manual). The CONSULTANT acknowledges that it has a copy of the Survey Manual. If there is any conflict between IC 25-21.5, 865 IAC 1-12, or the Survey Manual, the order of precedence will be:
 - a. IC 25-21.5
 - b. 865 IAC 1-12
 - c. Survey Manual
2. The survey limits are generally described below and as shown in Attachment No. 1-A:
 - a. Along the southern limit of the Haggerty Point Retention Pond owned by the Tippecanoe County Drainage Board for not more than 1,050 linear feet with a corridor width of 100 linear feet.
 - b. Area between State Road 38 and the Haggerty Point Retention Pond for a length not greater than 200 linear feet and width not greater than 250 linear feet.
 - c. Provide location, size, depth, material and direction of flow for storm sewer as indicated on as-builts provided by the Tippecanoe County Surveyor's office for the Haggerty Point Retention Pond outlet structures.
3. CONSULTANT shall make a request through the Indiana Underground Plant Protection Service as provided by Indiana Code 8-1-26 to have public utilities marked within the public rights-of-way and recorded easements. CONSULTANT will not be responsible for damages resulting from a utility company who will not respond or for utilities that are not marked or that are mismarked.

C. Storm Sewer Trunkline Design Services

The Consultant shall design a storm sewer system trunkline for the Park East Blvd. extension based on coordination and direction received from the Tippecanoe County Surveyor's office on August 8, 2019. The Park East Blvd. Extension storm sewer trunkline will be designed from the Park East Blvd. extension project limits, running west to the storm sewer system that connects Haggerty Pointe Pond to F-Lake. The storm sewer trunkline will connect to the 48-in. dia. storm sewer pipe north of SR 38. No analysis of the storm sewer system connecting Haggerty Pointe Retention Pond to F-Lake is included. Based on coordination efforts with Tippecanoe County Surveyor's office, this storm sewer system was designed to handle the Park East Blvd. Extension, un-detained, when it was constructed. The new storm sewer system will be designed in accordance with *City of Lafayette Stormwater Technical Standards Manual (v. Dec. 2011)*. The Consultant will submit a hydraulic report to the Tippecanoe County Surveyor's office to receive hydraulic approval. This scope includes up to two coordination meetings with the Tippecanoe County Surveyors office.

D. Utility Coordination

The CONSULTANT shall provide coordination necessary to prepare application documents and process utility relocation coordination to secure appropriate certifications and approvals necessary for construction of this project, including:

1. Coordinating with utilities and supplying necessary plans and design information for coordination of utility relocations in accordance with 105 IAC 13.

The CONSULTANT will conduct the necessary utility coordination for the storm sewer trunkline concurrently with the Park East Blvd. Extension LPA project.

E. Rule 5 Permit

The CONSULTANT shall prepare and submit a Rule 5 Erosion Control Plan to procure appropriate Notice of Intent for construction.

F. Opinion of Probable Cost For Construction

The opinion of probable cost will be prepared according to the current practices for INDOT and will include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the OWNER, through its own forces or through other party or parties, will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by INDOT.

G. Bidding Phase Services

The services for this phase will include the distribution and sale of plans and contract documents, issuing addenda as appropriate, attending the pre-bid conference, answering contractor questions, and participating in the evaluation of the bids for award. The Engineer shall not charge any third party more than \$50 for the specifications for this project and \$1.00 per sheet for the plan sheets for this Project.

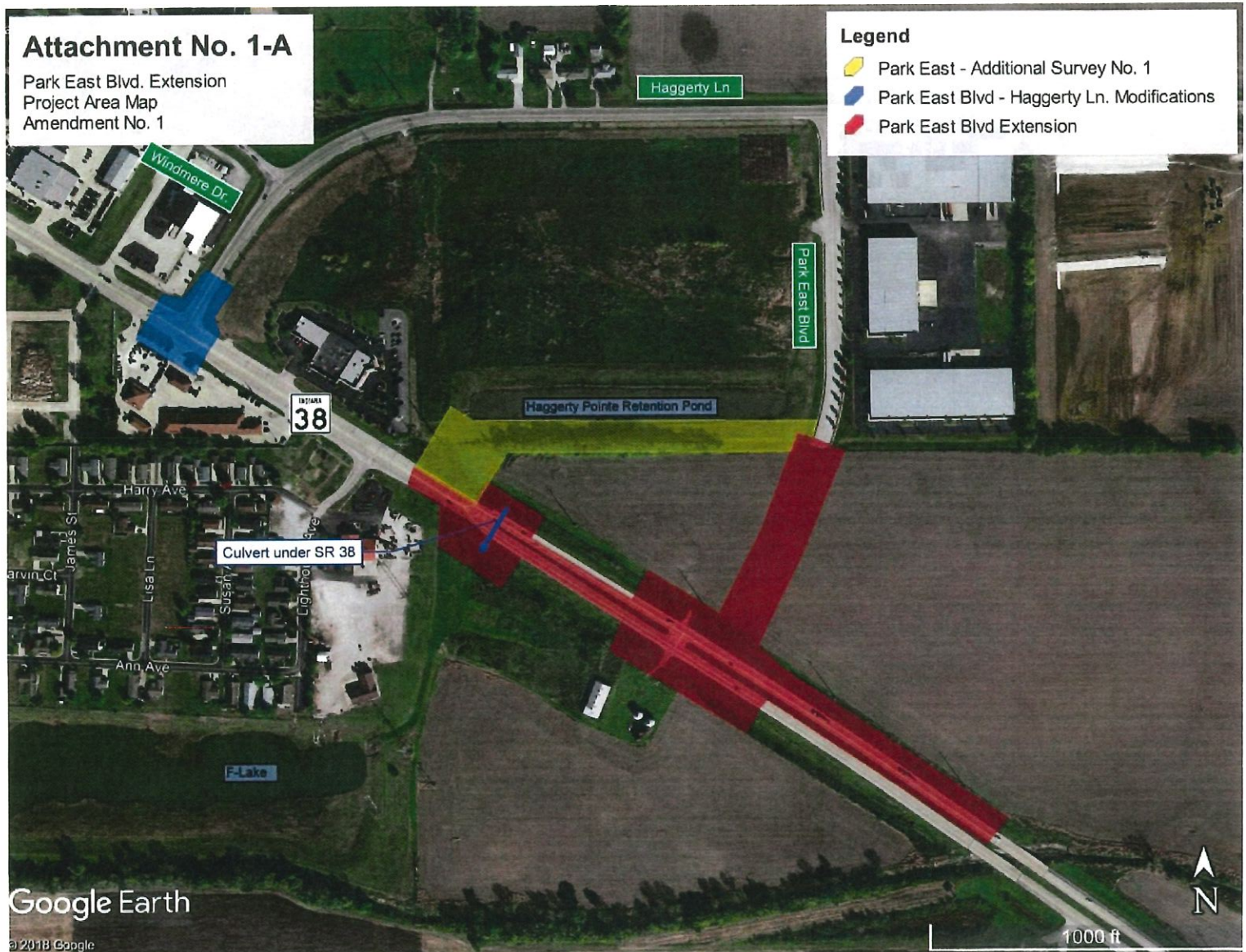
H. Construction Phase Design Services

1. The CONSULTANT shall review all shop drawings for this contract during construction. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, or accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, coordination of the work with other trades, all of which are the sole responsibility of the Contractor. The CONSULTANT's review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT's judgment to permit adequate review. Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. The CONSULTANT shall not be responsible for any deviations from the Construction Documents not brought to the attention of the CONSULTANT in writing by the Contractor. The CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
2. Following the award of a construction contract, the CONSULTANT will be responsible for attending the preconstruction meeting.
3. During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries will be made only by persons designated by the OWNER to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than the OWNER's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.
4. As needed and directed by the OWNER, the CONSULTANT shall perform construction-phase utility coordination services as described in the 2013 Indiana Design Manual, Chapter 104, as revised.

I. Excluded Services

If authorized in writing by the OWNER, CONSULTANT shall furnish or obtain Additional Services, for an additional fee, for items that may become necessary due to unforeseen conditions or changes in the scope of the Project. These items include, but are not limited to:

- a. Maintenance of Traffic Design
- b. Environmental Services
- c. Subsurface Utility Engineering
- d. Railroad Coordination
- e. IDNR Permitting
- f. Alternate Bid Plans
- g. Stormwater Detention Design
- h. Stormwater Quality Analysis
- i. Public Outreach, Coordination, or Information Meeting(s)
- j. Right-of-Way Engineering
- k. Land Acquisition Services



APPENDIX "B"**INFORMATION AND SERVICES TO BE FURNISHED BY OWNER:**

The OWNER shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. All written views pertinent to the location and environmental studies that are received by the OWNER
4. Traffic assignments, traffic signal (new signal), traffic lighting warrants (new lighting)
5. Available data and previous studies from the transportation planning process
6. Utility plans available to OWNER covering utility facilities and the location of signals and underground conduits throughout the affected areas
7. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
8. Aerial survey information
9. All legal services as may be required for development of the project
10. An OWNER representative with decision-making authority for inquiries
11. Payment for all permit and review fees required by agencies having jurisdiction over this project data

APPENDIX "C"**SCHEDULE:**

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the OWNER.

All work by the CONSULTANT under this Contract shall be completed and delivered to the OWNER for review and approval within the approximate time periods shown in the following submission schedule:

- A. Field Survey complete within 30 calendar days after receipt of notice to proceed from the OWNER.
- B. Storm Sewer Trunkline Design
 - 1. Preliminary Plans within 30 calendar days after survey is complete.
 - 2. Final Plans within 90 calendar days after receipt from the Owner of approval of the Preliminary Plans. This submittal is contingent upon completion of all permits, hydraulic approval from Tippecanoe County Drainage Board, and OWNER approval of the Preliminary Plans.
- C. Bidding Phase Services
 - 1. To be coordinate with OWNER based on agreed upon schedule at time of Final Plan acceptance by the OWNER.

APPENDIX "D"**COMPENSATION****A. Amount of Payment**

1. The CONSULTANT shall be compensated for services to be performed under this Contract a total fee not to exceed \$43,100 unless approved in writing by the OWNER.
2. The CONSULTANT shall be compensated for the following services on a lump-sum basis. The total obligation under this portion of the Contract shall not exceed \$38,100 unless approved in writing by the OWNER.
 - a. Survey \$3,200
 - b. Storm Sewer Trunkline Design \$14,400
 - c. Utility Coordination \$5,300
 - d. Rule 5 Permit \$6,600
 - e. Bidding Phase Services \$8,600
3. For construction phase services, the CONSULTANT will be compensated on a labor rate multiplier basis. The CONSULTANT will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks at the direct wage and salary rates of each employee multiplied by 3.02, PLUS direct non-salary costs as approved by OWNER. Direct non-salary costs shall be the actual out-of-pocket expenses of the CONSULTANT directly attributable to this Contract, such as fares, subsistence, mileage, equipment rentals, reproductions, approved subconsultant fees, etc. The fees for construction phase services will not exceed \$5,000 unless and until a supplemental agreement is executed.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one (1) invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the OWNER.

The invoice voucher shall represent the value, to the OWNER, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.1 of this Appendix, percentage completed, and prior payments.
2. The OWNER, for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:
 - a. For completed work, and upon receipt of invoices from the CONSULTANT and the approval thereof by the OWNER, payments covering the work performed shall be due and payable to the CONSULTANT.

- b. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
- 3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 6, Changes In Work, of the General Provisions set out in this Contract.

AMERICAN STRUCTUREPOINT, INC.						
Road Design - Manhour Justification						
Project: Park East Blvd. - Storm Sewer Trunkline Design						08-Oct-19
Description: Storm Sewer Trunkline Design						
WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Preliminary Plans (40% complete)						
Coordinate Field Survey	2	0	0	0	0	2
Compile Field Survey Data	0	0	0	0	2	2
Generate Existing Ground Model	0	0	0	0	2	2
Plot and Check Topo	1	0	0	0	2	3
Develop Plan & Profile Sheets	0	1	0	0	5	6
Check Plan & Profile Sheets	1	0	0	0	1	2
Preliminary Drainage Analysis	2	4	8	4	0	18
Preliminary Quantity Computations	0	1	2	2	0	5
Preliminary Cost Estimate	1	0	0	1	0	2
Coordination Meeting with County Drainage Board	6	0	0	0	0	6
Submit Drainage Report to County	2	0	0	0	0	2
QC/QA Plans before Submittal	1	2	0	2	0	5
Subtotal	16	8	10	9	12	55
Final Plans (90%) Complete						
Stormwater System Drainage Design Updates	0	2	0	4	0	6
Finalize Drainage on Plans	0	1	0	0	4	5
Finalize Drainage	2	2	0	0	0	4
QC/QA Updated Drainage Report	2	2	0	2	0	6
Final Drainage Report to County	2	0	0	0	0	2
Update Quantity Computations	0	1	1	1	0	3
Coordination Meeting with County Drainage Board	6	0	0	0	0	6
Cost Estimate	1	0	0	1	0	2
QC/QA Plans	1	0	0	1	1	3
Subtotal	14	8	1	9	5	37

AMERICAN STRUCTUREPOINT, INC.						
Road Design - Manhour Justification						
Project: Park East Blvd. - Storm Sewer Trunkline Design						08-Oct-19
Description: Storm Sewer Trunkline Design						
WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Construction Plans (100%) Complete						
Final Plans Updates	0	2	0	4	0	6
Construction Plans	0	1	0	0	2	3
Cost Estimate	1	0	0	1	0	2
QC/QA Plans	1	0	0	1	1	3
Subtotal	2	3	0	6	3	14
TOTAL HOURS	32	19	11	24	20	106
WEIGHTED HOURLY RATE	\$188.15	\$140.91	\$114.46	\$84.00	\$117.12	
DIRECT SALARY COST	\$6,020.80	\$2,677.29	\$1,259.06	\$2,016.00	\$2,342.40	\$14,315.55
DIRECT COSTS (See Below)						\$91.20
TOTAL FEE						\$14,406.75

	Unit Cost	Quantity	Cost
Mileage	\$0.380	240	\$91.20
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$91.20

AMERICAN STRUCTUREPOINT, INC.**Road Design - Manhour Justification****Project:** Park East Blvd. - Storm Sewer Trunkline Design**Description:** Utility Coordination

08-Oct-19

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Utility Coordination Services						
Prepare and Distribute Initial Notices	0	2	0	2	0	
Prepare and Distribute Preliminary Plans	1	2	0	0	2	
Review Construction Plans for Utility Conflicts	0	4	0	8	0	
Prepare and Distribute Final Plans	0	0	0	2	2	
Review Relocation Plans	0	2	4	0	0	
Review Written Work Plans	0	2	4	0	0	
Coordinate with City to issue NTP	4	2	0	0	0	
Subtotal						
TOTAL HOURS	5	14	8	12	4	43
WEIGHTED HOURLY RATE	\$188.15	\$140.91	\$114.46	\$84.00	\$117.12	
DIRECT SALARY COST	\$940.75	\$1,972.74	\$915.68	\$1,008.00	\$468.48	\$5,305.65
DIRECT COSTS (See Below)						\$0.00
TOTAL FEE						\$5,305.65

	Unit Cost	Quantity	Cost
Mileage	\$0.380	0	\$0.00
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$0.00

AMERICAN STRUCTUREPOINT, INC.**Road Design - Manhour Justification****Project: Park East Blvd. - Storm Sewer Trunkline Design****Description: Rule 5 Permit**

08-Oct-19

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)				TOTAL
	Project Manager	Project Engineer	Staff Engineer	Senior Technician	
Prepare SWPPP Permit	4		16		20
Coordinate SWPPP Permit	2		2		4
Submittal to agencies	1		2		3
QC/QA Stormwater Pollution Prevention Plan	4		4		8
Coordinate and Prepare Advertisement	1	2			3
Develop NOI for submittal	1	4			5
Coordinate Rule 5 NOI	2	2			4
Submit Rule 5 Plans	2			2	4
Subtotal					51
TOTAL HOURS	17	8	24	2	51
WEIGHTED HOURLY RATE	\$188.15	\$114.46	\$84.00	\$117.12	
DIRECT SALARY COST	\$3,198.55	\$915.68	\$2,016.00	\$234.24	\$6,364.47
DIRECT COSTS (See Below)					\$250.00
TOTAL FEE					\$6,614.47

	Unit Cost	Quantity	Cost
IDEM Permit Fee	\$100.000	1	\$100.00
Shipping	LSUM	1	\$50.00
Meals	\$26.00	0	\$0.00
Advertisement	\$100.00	1	\$100.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$250.00

AMERICAN STRUCTUREPOINT, INC.						
Road Design - Manhour Justification						
Project: Park East Blvd. - Storm Sewer Trunkline Design						08-Oct-19
Description: Bidding Phase Services						
WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Bidding Phase Services						
Contract Book Preparation	8	4	0	0	0	
Pre-Bid Meeting	8	0	0	0	0	
Answer questions and Issue Addendums	8	4	0	2	0	
Attend Bid Opening	6	0	0	0	0	
Evaluation of Bids & Recommendation	6	3	0	0	0	
Subtotal						
TOTAL HOURS	36	11	0	2	0	49
WEIGHTED HOURLY RATE	\$188.15	\$140.91	\$114.46	\$84.00	\$117.12	
DIRECT SALARY COST	\$6,773.40	\$1,550.01	\$0.00	\$168.00	\$0.00	\$8,491.41
DIRECT COSTS (See Below)						\$76.00
TOTAL FEE						\$8,567.41

	Unit Cost	Quantity	Cost
Mileage	\$0.380	200	\$76.00
Shipping	LSUM		\$0.00
Meals	\$26.00		\$0.00
Lodging	\$89.00		\$0.00
Blueprints	\$1.50		\$0.00
Copies	\$0.10		\$0.00
Mylars	\$3.50		\$0.00
TOTAL =			\$76.00

AMERICAN STRUCTUREPOINT, INC.						
Road Design - Manhour Justification						
Project: Park East Blvd. - Storm Sewer Trunkline Design						08-Oct-19
Description: Construction Phase Design Services						
WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Post Design Services						
Shop Drawing Review	8	6				
Contract RFIs & Responses	8	8				
Subtotal						
TOTAL HOURS	16	14	0	0	0	30
WEIGHTED HOURLY RATE	\$188.15	\$140.91	\$114.46	\$84.00	\$117.12	
DIRECT SALARY COST	\$3,010.40	\$1,972.74	\$0.00	\$0.00	\$0.00	\$4,983.14
DIRECT COSTS (See Below)						\$0.00
TOTAL FEE						\$4,983.14

	Unit Cost	Quantity	Cost
Mileage	\$0.380		\$0.00
Shipping	LSUM		\$0.00
Meals	\$26.00		\$0.00
Lodging	\$89.00		\$0.00
Blueprints	\$1.50		\$0.00
Copies	\$0.10		\$0.00
Mylars	\$3.50		\$0.00
TOTAL =			\$0.00